Gmail

Sierra Carbary <sierracarbary@gmail.com>

OFFICIAL NOTICE: IMMEDIATE TERMINATION DUE TO ILLEGAL ACTIVITIES BY ALL ASSOCIATED BUSINESS ENTITIES OF 1840 ONYX ALY APT B EUGENE OR 97403

Krystina Shank <krystina@agcampushousing.com> Thu, Jul 31 at 7:15 AM
To: Sierra Carbary <sierracarbary@gmail.com>
Cc: Kim Lucas <klucas@homesforgood.org>, Housing Specialist <housingspecialist@homesforgood.org>, <paperwork@homesforgood.com>, <info@agcampushousing.com>

Dear Sierra

This letter is in response to your continued correspondence and the claims made in your email dated July 31, 2025.

To clarify:

1. Krystina Shank is authorized to sign lease agreements and notices as an *agent of AG Campus Housing*, a registered business entity in the State of Oregon. AG Campus Housing is operated by Azlea Gessford, the designated property manager and owner of the business.

2. The unit at 1840 Onyx Alley, Unit B, Eugene, Oregon, is a legal and permitted rental dwelling. It is registered with the City of Eugene, and the required rental housing fees are paid annually. The property is listed on the Regional Land Information Database (RLID) and assessed accordingly. In Oregon, a Certificate of Occupancy is not required for older homes used as rental dwellings. Your statements otherwise are incorrect.

3. The termination notice you reference was legally served, and the timelines indicated are based on Oregon law (ORS 90.155), which includes allowances for mailing. The termination date is clearly listed on the notice, and all required procedures were followed. Any further attempt to mischaracterize this process will not change its legal validity.

4. Your continued allegations, including accusations of fraud, illegal operation, and regulatory violations, are false, defamatory, and harassing. These communications have now extended beyond the scope of a landlord-tenant relationship and constitute a violation of your lease agreement, Oregon landlord-tenant law, and potentially criminal statutes.

5. Furthermore, your recent communications include threatening language and personal attacks directed at both our staff and the property owner, including public and private platforms. These actions may be considered a violation of ORS 90.392 and 90.396.

6. Per your own correspondence, you have stated your intent to vacate the unit. Please confirm your official move-out date, as required under the Oregon Residential Landlord and Tenant Act, so we can process your file accordingly. If you do not vacate by the termination date stated in your own letter, we will proceed with the enforcement of the termination.

Cease and Desist Directive:
Effective immediately, you are hereby instructed to cease all non-essential communication with AG Campus Housing, its agents, and the property owner. Any further communications should be directed through your legal counsel.

Please be advised that we are keeping detailed records of all communication and activity related to this matter.

Sincerely,

Krystina Shank
Office Manager
AG Campus Housing

EMAILED TO THE FOLLOWING RECIPIENTS
JULY 31, 2025 5:10 AM

krystina@agcampushousing.com
klucas@homesforgood.org
housingspecialist@homesforgood.org
paperwork@homesforgood.com
info@agcampushousing.com

(*This notice is also attached via PDF & available online at wordpress*)

1840 ONYX ALLEY APARTMENT B
ASSOCIATED BUSINESS ENTITIES

1. AG PROPERTY MANAGEMENT
2. AG CAMPUS HOUSING
3. AZLEA/LEA GESSFORD
4. KRYSTINA SHANK
5. UNIVERSITY ST SUSTAINABLE HSG
6. DAN NEAL

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1. Consider this document my official termination, per reasonable accommodation (ORS 90.375; ADA Title II). Law requires landlords to submit via USPS, not a tenant, and considering the precedent you set for formal email

correspondence, consider this email sufficient under ORS 90.155, timestamped 5:10 AM on JULY 31, 2025.

2. Due to this unit being inhabitable **(ORS 90.320(1)**; **ORS 90.360(1)(b) (*proof attached*),** I am entitled to two months' relocation costs equal to my rental rate **(ORS 90.365(1)**). Due to illegal activity since your signature of my first lease, (*see #8*) I am entitled by law to the full return of my deposit (**ORS 90.300(13)**).

I am also entitled to punitive statutory and consumer damages, which I will file in court under **ORS 90.385** and **ORS 646.638** (relating to deceptive landlord practices and damages under the Oregon Unlawful Trade Practices Act).

3. I am restricted from leaving this property until relocation costs are deposited into my account—as I initially requested per reasonable accommodation (ORS 90.375). My filed intent to leave with financial restraint aligns with protections against retaliatory or coerced tenancy extension (**ORS 90.385(2)**). I am not a hold-over, as defined in **ORS 90.427(1)**, because the unit is not habitable under **ORS 90.320**, and continued occupancy under duress does not constitute legal tenancy.

4. I have presented you with proof of these conditions on several occasions, ***(proof attached)*** which you have repeatedly ignored, constituting obstruction of statutory remedy and bad-faith denial of services under **ORS 646.605(9)**. Remaining on premises past termination due to safety and access constraints does not entitle you to rent, per **ORS 90.360(2)** and the Oregon Supreme Court precedent Trebelhorn v. Prime Wimbledon SPE, LLC, 372 Or 27 (2024).

5. Repeated contact informing the landlord of housing violations - conditions that disturb my peace as a tenant and materially breach the rental agreement - over a period of 18 days and continuing for over three years, constitutes violations of multiple laws, including **ORS 90.320** (landlord's duty to maintain habitable premises), **ORS 90.360** (tenant remedies for noncompliance), and **ORS 90.322** (failure to supply essential services). These ongoing failures interfere with my right to quiet enjoyment and violate the landlord's statutory obligations. My right to hold them accountable and inquire repeatedly about when they will respond appropriately is protected under **ORS 90.385**, which prohibits retaliation against tenants who report violations or assert their rights, and **Article I, Section 8 of the Oregon Constitution**, which guarantees the freedom to speak, write, and advocate without restraint. These laws affirm that persistent, documented communication demanding lawful compliance is not harassment—it is protected tenant advocacy. ***(proof attached)***

6. Krystina Shank has engaged in a pattern of defamatory conduct by making false claims to third parties about her tenants, including me, without possessing irrefutable evidence - while I retain multiple corroborating documents from state agencies. These misrepresentations violate Oregon's defamation statutes **(ORS 31.200–31.225)** and constitute unlawful trade practices under **ORS 646.608**and the **Federal Trade Commission Act (15 U.S.C. § 45)**, as she has used her business platform to disseminate misleading claims about a consumer. Her actions also breach the material terms of the rental agreement and Oregon landlord-tenant law (**ORS 90.320, 90.360, 90.385, 90.396)**, as she has failed to maintain habitability, retaliated against lawful complaints, and interfered with quiet enjoyment. This conduct reflects corporate negligence and retaliatory intent -

exposing her to claims under state and federal law and providing grounds for regulatory complaints, civil damages, and evidentiary sanctions. (***Proof attached)***

7. Krystina Shank knowingly claimed the document was sent *only* by first-class mail, despite *also* emailing it to me—constituting a deliberate misrepresentation of delivery method. By asserting exclusivity where none existed, she distorted the procedural record in a way that could mislead timelines, compliance, or my response. Under Oregon law, this conduct violates **ORS 165.080** (Falsifying Business Records) the false claim was recorded in official communications, and **ORS 646.608** (Unlawful Trade Practices Act) the deception occurred in a business context and misled a consumer or stakeholder. Her choice to misrepresent wasn't incidental - it was a strategic falsification with potential legal consequences. ***(Proof Attached)***

8. Krystina Shank is not registered with the Oregon Secretary of State as the owner or agent for either business entity, not licensed as a real estate professional, and signed my lease as "owner/agent" and my original lease as "lessor" - roles requiring legal authority. This violates **Oregon Revised Statutes §§ 696.022 and 696.890** by performing regulated property management functions without licensure or written authorization, and **ORS § 646.608** by engaging in deceptive trade practices through misrepresentation of her role and authority in a consumer transaction. Furthermore, the lease she signed is unenforceable under **ORS § 90.245**, since it was executed by a party with no legal standing, rendering its terms invalid and exposing the business to civil liability for misrepresentation, unlawful conduct, and tenant damages. ***(Proof attached)***

LEASE VIOLATIONS 2022
(Proof Attached)

1. LEASE

"*Tenant agrees to keep all surfaces clean during tenancy and immediately clean any condensation and/or mold. If owner/ agent cleans it on behalf of tenant, tenant will be responsible for the charge*."

STATUTE

• **ORS 90.320(1)(f)** requires landlords to maintain units "free from moisture and mold growth that endangers the health or safety of the tenant."
• **ORS 90.360(1)** allows tenants to recover damages when habitability obligations are breached.
• **Eugene Rental Housing Code** mandates mold issues be addressed if caused by building defects or improper ventilation.

This clause tries to assign cleanup and remediation costs to the tenant - even if the landlord performs the work.
But, Oregon law makes landlords financially liable for mold remediation if it stems from infrastructure, leaks, or ventilation failures.

3. LEASE

"*Tenant agrees Owner is not required to make a repair in order for Tenant to be liable for the cost of repair… including… broken door or door frame*."

STATUTE

• **ORS 90.360(2)** limits repair liability to damages caused by tenant negligence or misconduct.
• **ORS 90.325** affirms that tenants must maintain cleanliness, not fund infrastructure repairs.

Owner must prove fault - tenant liability is not automatic.

4. LEASE
"*The lease will not automatically revert to a month-to-month tenancy…unless required by Oregon law*."

STATUTE
• **ORS 90.427(4)(a)** states tenancy does revert to month-to-month if no new lease is signed and rent continues to be paid.

This language misleads tenants into thinking they must vacate, when Oregon law protects continued occupancy.

5. LEASE
"*Tenant agrees to pay Owner…to have the carpets and window treatments similarly cleaned… charges will be deducted from the Security Deposit*…"

STATUTE
• **ORS 90.300(7)** prohibits deductions for routine cleaning or wear and tear.
• **Eugene Rental Housing Code** requires documented damages (photos/video) to justify deposit charges.

Deductions without evidence or excess damage are unenforceable.

6. LEASE
"*Three days following the posting of the 72 hour notice… we receive a judgment for money or possession*…"

STATUTE
• **ORS 105.135(2)** requires a formal eviction filing after notice.
• **ORS 105.140** guarantees tenant due process and contest rights.

There is no automatic judgment - the lease misrepresents eviction protocol.

7. LEASE
"*The Sheriff and his deputy will arrange to have your personal belongings removed… placed in the street*…"

STATUTE
• **ORS 90.425** mandates landlords store abandoned property and issue proper written notice.
• Items must be kept 15–30 days, not discarded.

Street-dumping is illegal and can result in landlord liability.

8. LEASE
"*Tenant agrees Owner is not required to make a repair… including broken door or door frame*." (Implication: lock changes)

STATUTE
• **ORS 90.459(2)** allows tenants to change locks due to domestic violence, stalking, or bias crimes.
• Tenant must provide a key only if requested by landlord.

Lease cannot block or penalize protected safety modifications.

9. LEASE
"*Owner shall not be liable for damages of any kind caused by lack of heat, refrigeration, or other services*…"

STATUTE
• **ORS 90.320(1)(b–d)** obligates landlords to supply and maintain essential services (heat, plumbing, electricity, etc.).
• **ORS 90.360(1)** affirms tenant remedies for failure to do so.

Blanket liability waivers for essential services are void and unenforceable.

"Term Lease Agreement"
"1.1 LEASE TERMS AND CONDITIONS"

"*Any illegal activities, including but not limited to drug use/activity, vandalism, and theft, is in violation of this Lease Agreement according to Oregon Residential Landlord and Tenant Act law and is grounds for immediate termination of tenancy*."

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OF 1840 ONYX ALY APT B EUGENE OR 97403

Sierra V Carbary
July 31, 2025 5:10AM
sierracarbary@gmail.com

Notice to Vacate Contingent Upon Relocation Compensation Under ORS § 90.375

To: AG CAMPUS HOUSING; info@agcampushousing.com
From: SIERRA V CARBARY; sierracarbary@gmail.com
Date: JULY 31, 2025

1. Unlawful Tenancy Notification

Pursuant to **ORS § 90.360 and § 90.380**, the dwelling unit has been rendered uninhabitable and unlawful due to verified violations of Oregon habitability standards, absence of required permits, and failure to meet minimum code compliance. These breaches invalidate the rental agreement and constitute constructive eviction.

2. Relocation Compensation Demand

Per **ORS § 90.375** and applicable city code, landlord is hereby required to pay relocation compensation in the amount of $**1854** to the tenant. This demand arises from systemic negligence, retaliatory conduct, and statutory failure to maintain lawful tenancy.

3. Security Deposit Return – ORS § 90.300

In addition to relocation compensation, landlord is required to return the full security deposit of $**950** pursuant to **ORS § 90.300**. The tenancy is unlawful and void due to statutory violations, and no deductions may be made for damages or rent. Failure to return the deposit within 31 days of termination constitutes a violation subject to damages up to twice the withheld amount.

4. Conditional Vacatur – ACH Payment Required

Tenant will vacate the premises only upon receipt of full relocation payment & deposit return, $**2804** delivered via **ACH** direct deposit to the following account:
Routing: 041215663 Account: 1303708324139 . No other payment method shall be accepted. Landlord must furnish proof of transmission, including deposit confirmation and transaction ID. Any attempt to demand vacatur prior to verified deposit constitutes unlawful ouster and will be treated as retaliatory conduct under **ORS § 90.385**.

5. Retaliation & Obstruction Documentation

Landlord's continued denial of illegal activity and obstruction of statutory remedies constitute retaliatory actions in violation of ORS § 90.385. These acts will be memorialized and submitted to court, regulatory agencies, and any applicable oversight body.

6. Timeline for Compliance

Landlord shall remit relocation compensation and deposit return within 7 calendar days of this notice. Failure to comply will result in further legal action, evidentiary filings, and formal complaints to HUD, local code enforcement, and state oversight.

7. Reserved Rights

Tenant reserves all rights under Oregon law to pursue damages, penalties, injunctive relief, and whistleblower protections.